

**ERIK ROSS PHILLIPS and  
TINA LANDERS, spouse,**

**Plaintiffs,**

**vs.**

**PNEUMO ABEX LLC and  
REDDAWAY MANUFACTURING  
CORPORATION, INC.,**

**Defendants.**

**THIS MATTER** came on for trial and was heard by the undersigned judge, and a jury was duly empaneled and has answered the issues presented as follows:

1. Did Plaintiff Eric Ross Phillips, in proximity to his work environment, have frequent and regular exposure to an asbestos-containing brake lining product of Defendant(s)?

As to Defendant Pneumo Apex LLC: -- YES

As to Defendant Reddaway Manufacturing Corporation, Inc.: -- YES

2. Was the Plaintiff Erik Ross Phillips injured as a proximate result of any negligence on the part of the Defendant(s) in providing the warnings for the brake lining product at issue?

ANSWER:

As to Defendant Pneumo Abex LLC: -- YES

As to Defendant Reddaway Manufacturing Corporation, Inc.: -- NO

3. Did any negligence on the part of some third party serve to be a superseding or intervening cause of any injury on the part of the Plaintiff Erik Ross Phillips?

ANSWER: YES

4. Did some third party alter or modify the Defendants' brake lining product after it left the Defendants' control proximately causing any injury to Plaintiff Erik Ross Phillips?

ANSWER: N/A

5. What amount of damages, if any, is Plaintiff Erik Ross Phillips entitled to recover for his injury as a direct result of the actions of Defendant(s)?

ANSWER:

As to Defendant Pneumo Abex LLC: N/A

As to Defendant Reddaway Manufacturing Corporation, Inc.: N/A

6. What amount of damages, if any, is Plaintiff Tina Landers entitled to recover for her loss of consortium as a direct result of the actions of Defendant(s)?

ANSWER:

As to Defendant Pneumo Abex LLC: N/A

As to Defendant Reddaway Manufacturing Corporation, Inc.: N/A

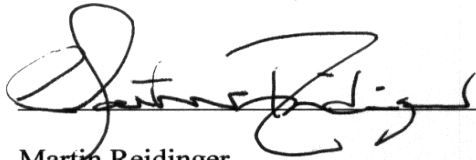
Based on the foregoing facts as found by the jury, the Court concludes as a matter of law that the Defendants Pneumo Abex LLC, and Reddaway Manufacturing Corporation, Inc., are not liable for the injuries of the Plaintiffs.

**IT IS, THEREFORE, ORDERED, ADJUDGED, AND DECREED** that the Plaintiffs shall have and recover nothing from the Defendants in the form of damages.

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that this action is hereby **DISMISSED WITH PREJUDICE** in its entirety, and the Defendants shall recover their costs of the action from the Plaintiffs.

**IT IS SO ORDERED.**

Signed: October 2, 2015

  
Martin Reidinger  
United States District Judge

